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2
3 BILL NO. S-75-08- 23

4 SPECIAL ORDINANCE NO. S- 159-75.

5 AN ORDINANCE approving a contract with CONTINENTAL
6 CONSTRUCTION COMPANY, INC. for miscellaneous
7 repairs on streets, alleys, sidewalks and curbs

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract between the City of Fort Wayne, by
11 and though its Mayor and the Board of Public Works and CONTINENTAL CON-
12 STRUCTION COMPANY, INC., for:

13 Miscellaneous projects for restoration of deteriorated
14 street pavement, alley pavement, corner radius cuts,
15 new sidewalk corners, and new concrete curb replacement

16 for an amount not to exceed \$15,000.00, all as more specifically set forth in said
17 contract, which is on file in the Office of the Board of Public Works and is by
18 reference incorporated herein, made a part hereof and is hereby in all things
19 ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.

22
23 
24 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Zaluzio, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date:

8/12/75

Charles W. Welterman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by V. Schmidt, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>X</u>				
HINGA	<u>X</u>				
KRAUS	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO				<u>X</u>	

Date:

8-26-75

Charles W. Welterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. 8-15975 on the 26th day of August, 1975.

ATTEST:

(SEAL)

Charles W. Welterman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of August, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Welterman
CITY CLERK

Approved and signed by me this 27th day of August, 1975, at the hour of 2:00 o'clock P. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-08-23

REPORT OF THE COMMITTEE ON PUBLIC WORKS

your Committee on Public Works to whom was referred an Ordinance
approving a contract with CONTINENTAL CONSTRUCTION COMPANY, INC.
for miscellaneous repairs on streets, alleys, sidewalks and curbs

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckolls

William T. Hinga

Donald J. Schmidt

Wm. T. Hinga
Eugene Kraus
John Nuckolls
William T. Hinga
Donald J. Schmidt

8-26-75
DATE 8-26-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

May 30, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Pursuant to the many complaints received regarding repairs to street pavement, sidewalk corners, etc., the Board deemed it advisable to take bids on a unit price basis to provide for these repairs.

A contract has been awarded to Continental Construction for their overall low bid. The contract shall be written for a maximum amount of \$15,000.00.

Since there presently exists numerous locations in need of repair, and since the contractor is ready to begin work on these, the Board respectfully requests a "Prior Approval".

These repairs are City responsibility and to be paid by the City.

An Ordinance will be submitted for formal approval as soon as the contract is prepared and executed.

Attached for your information is a copy of the tabulation.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal
Carl E. O'Neal, Member

CEO:bt

Attachment
cc: Mayor

APPROVED:

Will Allen R. Larnett, Placed Thirion H. Schmitz

John J. McHugh, John J. Brown, Joe Little

D.J. Smith Eugene Kraus William T. Hinga

MEMBERS OF THE COMMON COUNCIL

ATTEST:

City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

BID ANALYSIS SHEET

PROJECT Miscellaneous Projects - Open End Bids - Alternates

OFFICE OF CITY ENGINEER

DATE May 7, 1975

RES. NO. _____

MATERIAL _____

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	A. M. TILBURY		BROOKS CONSTRUCTION		A. GROSJEAN & SON		CONTINENTAL CONSTRUCTION	
STREETS—ALLEYS—SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
1	Sq.Yd.	Conc. Pavement Removal	5.00		15.00		6.00		6.00		6.75	
1	Sq.Yd.	Asphalt Pavement Removal	5.00		2.50		5.00		5.00		5.85	
1	Lin.Ft.	6"x6" Curb Rem. on Hooks	1.00		1.75		2.50		1.00		2.00	
1	Lin.Ft.	Comb. Curb & Gutter Removal	2.00		4.00		3.00		3.00		2.50	
1	Each	Abandon Structures	100.00		100.00		120.00		100.00		200.00	
1	Cu.Yd.	Retaining Wall (Rem.&Replace)	90.00		85.50		300.00		125.00		150.00	
1	Sq.Yd.	9" Conc. Pave. (Replace)	14.00		31.00		18.50		14.00		18.00	
1	Ton	Special Borrow	10.00		2.50		23.00		10.00		5.00	
1	Sq.Yd.	9" Concrete - Plain	14.00		16.00		18.50		14.00		18.00	
1	Sq.Yd.	6" Concrete - Plain	12.00		14.00		14.85		10.00		12.50	
1	Each	New Inlet	400.00		675.00		350.00		500.00		350.00	
1	Each	New Catch Basin	350.00		675.00		850.00		1,000.00		675.00	
1	Cu.Yd.	#53 Stone	9.00		5.00		12.30		8.00		10.00	
1	Lin.Ft.	12" Sewer Pipe (Conc.)	10.50		7.50		22.00		12.00		12.50	
1	Sq.Yd.	Driveway Removal	5.00		3.00		1.75		4.00		4.50	
1	Sq.Yd.	Driveway Replacement 6"	12.00		15.00		14.85		10.00		12.50	
1	Sq.Yd.	Driveway Replacement 8"	12.75		16.00		17.62		12.00		16.00	
1	Each	Conc. Light Pole Base Removed	35.00		30.00		187.50		150.00		50.00	
1	Sq.Yd.	Sod	2.00		1.20		3.00		3.00		2.50	
1	Sq.Ft.	Concrete Steps	2.50		15.00		23.25		25.00		25.00	
1	Lin.Ft.	3" Rigid Pipe Conduit	4.50		4.00		6.45		10.00		5.50	

OFFICE OF CITY ENGINEER

DATE May 7, 1975

RES. NO.

MATERIAL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	A. M. TILBURY	BROOKS CONSTRUCTION		A. GROSJEAN & SON		CONTINENTAL CONSTRUCTION	
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID
1	Sq.Yd.	Sidewalk Removal	4.50		3.50		1.50		4.00		4.05
1	Lin.Ft.	6"x20" Curb Removal	2.00		1.50		2.50		5.00		1.75
1	Cu. Yd.	Common Excavation	15.00		10.00		10.50		4.00		10.00
1	Lin.Ft.	6"x6" Curb on Hooks	5.00		3.40		3.45		3.00		3.50
1	Sq.Yd.	Seed & Fertilizer, Grading Incl. Fine	1.25		1.10		4.50		2.00		1.00
1	Ton	Dirt Backfill	7.50		6.00		15.50		10.00		6.50
1	Sq.Ft.	Curbface Walk	1.50		1.40		3.40		1.75		1.40
1	Sq.Ft.	Standard Walk	1.35		1.30		1.80		1.50		1.30
1	Each	New Casting	135.00		287.00		240.00		200.00		145.00
1	Each	Manhole to be adjusted	125.00		45.00		80.00		100.00		80.00
1	Each	Inlets to be adjusted	125.00		45.00		80.00		100.00		80.00
1	Each	Catch Basins to be adjusted	125.00		45.00		80.00		100.00		80.00
1	Lin.Ft.	6"x20" Curb Replacement	5.00		6.50		6.00		7.00		3.50
1	Each	Water Valve Adjustment	80.00		15.00		20.00		10.00		50.00
		Total Unit Bids for Major Work	633.10		471.70		549.15		548.25		468.00
					(2)				(3)		(1)
		Total Unit Bid for Alternates	1,296.25		1,718.95		2,000.07		2,022.00		1,584.10
		Total Unit Bids - Major & Alternates	1,929.35		2,190.65		2,549.22		2,570.25		2,052.10
											(1)

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ CONTINENTAL CONSTRUCTION COMPANY, INC. _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Miscellaneous projects for restoration of deteriorated street pavement,

alley pavement, corner radius cuts, new sidewalk corners, and new concrete curb replacement.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. _____

and at the following price per lineal foot.

at the following prices:

MAJOR ITEMS

Sidewalk Removal	Four dollars and five cents, per square yard	4.05
6" x 20" curb removal	One dollar and seventy five cents, per lineal foot	1.75
Common excavation	Ten dollars and no cents, per cubic yard	10.00
6" x 6" curb on hooks replacement	Three dollars and fifty cents, per lineal foot	3.50

at the following prices:

MAJOR ITEMS

Sidewalk Removal	Four dollars and five cents, per square yard	4.05
6" x 20" curb removal	One dollar and seventy five cents, per lineal foot	1.75
Common excavation	Ten dollars and no cents, per cubic yard	10.00
6" x 6" curb on hooks replacement	Three dollars and fifty cents, per lineal foot	3.50
Seed & fertilizer incl. fine grading	One dollar and no cents, per square yard	1.00
Dirt backfill for seeding	Six dollars and fifty cents, per ton	6.50
Curbface walk replacement	One dollar and forty cents, per square foot	1.40
Standard walk replacement	One dollar and thirty cents, per square foot	1.30
New casting to be furnished (manhole, catch basin, inlet, or flat)	One hundred forty five dollars and no cents, per each	145.00
Manhole to be adjusted and set to grade	Eighty dollars and no cents, " per each	80.00
Inlet to be adjusted and set to grade	Eighty dollars and no cents, per each	80.00
Catch basin to be adjusted and set to grade	Eighty dollars and no cents, per each	80.00
6" x 20" curb replacement	Three dollars and fifty cents, per lineal foot	3.50
Water valve adjustment	Fifty dollars and no cents, per each	50.00

ALTERNATES

Concrete pavement removal	Six dollars and seventy five cents, per square yard	6.75
Asphalt pavement removal	Five dollars and eighty five cents, per square yard	5.85
6" x 6" on hooks - curb removal	Two dollars and no cents, per lineal foot	2.00
Combination curb & gutter removal	Two dollars and fifty cents, per lineal foot	2.50
Abandon structures (inlets, catch basin, & manhole)	Two hundred dollars and no cents, per each	200.00
Retaining wall (remove & replace)	One hundred fifty dollars and no cents, per cubic yard	150.00
9" concrete pavement (replace)	Eighteen dollars and no cents, per square yard	18.00

Special borrow	Five dollars and no cents, per ton	5.00
9" concrete - plain	Eighteen dollars and no cents, per square yard	18.00
6" concrete - plain	Twelve dollars and fifty cents, per square yard	12.50
New inlet to be constructed	Three hundred fifty dollars and no cents, per each	350.00
New catch basin to be constructed	Six hundred seventy five dollars and no cents, per each	675.00
#53 stone	Ten dollars and no cents, per cubic yard	10.00
12" sewer pipe (concrete pipe)	Twelve dollars and fifty cents, per lineal foot	12.50
Driveway removal	Four dollars and fifty cents, per square yard	4.50
Driveway replacement - 6" concrete	Twelve dollars and fifty cents, per square yard	12.50
Driveway replacement - 8" concrete	Sixteen dollars and no cents, per square yard	16.00
Concrete light pole base to be removed	Fifty dollars and no cents, per each	50.00
Sod	Two dollars and fifty cents, per square yard	2.50
Concrete steps (remove and replace)	Twenty five dollars and no cents, per square foot	25.00
3" Rigid pipe conduit	Five dollars and fifty cents, per lineal foot	5.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No----- the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally as designated by the Project Engineer and in all respects completed on or before _____, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said _____ date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

CONTINENTAL CONSTRUCTION COMPANY, INC.

BY: _____

ITS: _____

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we-----

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of MAXIMUM--Fifteen

Thousand Dollars and No Cents-----

with option to extend at unit prices bid MAXIMUM *
(\$15,000)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

XX-----XXXXXXXXXXXX-----

Miscellaneous projects for restoration of deteriorated street pavement, alley
pavement, corner radius cuts, new sidewalk corners, and new concrete curb
replacement.

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

CONTINENTAL CONSTRUCTION COMPANY, INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

CONTINENTAL CONSTRUCTION COMPANY, INC.
(SEAL)

BY:----- (SEAL)

ITS:----- (SEAL)

Approved this-----day of-----

Board of Public Works.

* Maximum contract amount may be increased using unit prices bid anytime in 1975 upon authorization of the City.

LIABILITY BOND

Know All Men by These Presents, That we-----

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of MAXIMUM--

Fifteen Thousand Dollars and No Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- MAXIMUM
with option to extend at unit prices bid (\$ 15,000)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the payment as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this-----day of-----

CONTINENTAL CONSTRUCTION COMPANY, INC.
----- (SEAL)

BY:----- (SEAL)

ITS:----- (SEAL)

----- (SEAL)

Approved this-----day of-----

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 5, 1975

* Maximum contract amount may be increased using unit prices bid anytime in 1975 upon authorization of the City.

RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.
 In compliance with the provisions of CHAPTER 2 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

TRADES OR OCCUPATION	CLASS	RATE PER HR.	PAW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	12 1/30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35choliday
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
	S-SS						
	US	6.68-7.63	16pw	17pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS-US	6.56-7.16	16pw	17pw			

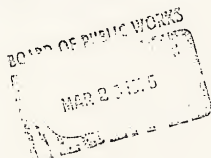
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS ^{21st} DAY OF March, 1975

William T. H. Allen
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles J. General
 REPRESENTING THE AWARDED AGENT.

Edna M. Allen
 REPRESENTING STATE A.F.L. & C.I.O.



DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Continental Construction Company, Inc.
in an amount not to exceed \$15,000.00 for miscellaneous repairs on street pavements,
alley pavements, corner radius cuts, new sidewalk corners and new concrete curb
replacement.

SEE "PRIOR APPROVAL" ATTACHED

EFFECT OF PASSAGE Completion of needed repair work.

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Maximum of \$15,000.00

ASSIGNED TO COMMITTEE

Public Works